

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	02/19/1999

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Job Boss Software, Inc.		09/24/1999	CORPORATION: MINNESOTA

RECEIVING PARTY DATA

Name:	Kewill ERP, Inc.
Street Address:	7701 York Avenue South
City:	Minneapolis
State/Country:	MINNESOTA
Postal Code:	55435
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	1893964	JOBBOSS
Registration Number:	2476124	OFFICEBOSS
Registration Number:	2167794	SHOPBOSS
Registration Number:	2373740	VIEWBOSS

CORRESPONDENCE DATA

Fax Number: (617)646-8646
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 617-646-8000
 Email: kyost@wolfgreenfield.com
 Correspondent Name: Lisa W. Martin
 Address Line 1: 600 Atlantic Avenue
 Address Line 2: Wolf Greenfield
 Address Line 4: boston, MASSACHUSETTS 02210

NAME OF SUBMITTER:	Lisa Martin
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Signature:	/lwm/
Date:	12/22/2004
Total Attachments: 3 source=Job Boss to Kewill ERP pg1#page1.tif source=Job Boss to Kewill ERP pg2#page1.tif source=Job Boss to Kewill ERP pg3#page1.tif	

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AGREEMENT OF MERGER
AMONG
JOB BOSS SOFTWARE INC.,
KEWILL SYSTEMS, PLC
AND
KEWILL ERP, INC.

FILED
In the office of the Secretary of State
of the State of California

FEB 19 1999

[Signature]
BILL JONES, Secretary of State

This Agreement of Merger ("Agreement") is entered into as of February 19, 1999 by and among Job Boss Software, Inc., a Minnesota corporation (the "Merging Corporation") Kewill Systems, PLC, a company registered in England under number 1037515 ("Kewill") and Kewill ERP, Inc. a California corporation and a wholly owned subsidiary of Kewill (the "Merger Sub").

WHEREAS, subject to and in accordance with the terms and conditions set forth in this Agreement, the respective Boards of Directors of the Merging Corporation, Merger Sub and Kewill and Kewill, as the sole shareholder of the Merger Sub, and the shareholders of the Merging Corporation have approved the merger of the Merging Corporation with and into Merger Sub;

WHEREAS, the Merging Corporation, Merger Sub, Kewill and Lori Sweningson, Edwin Booth, Jack Crowther and Richard Peattie (each, a "Major Stockholder" and collectively, the "Major Stockholders") have entered into an Agreement and Plan of Merger with respect to the Merger;

NOW THEREFORE, in consideration of the premises and the mutual representations, warranties and covenants herein contained, the parties hereto hereby agree that at the Effective Time (as defined in this Agreement), the Merging Corporation and Merger Sub will merge into a single corporation on the following terms and conditions:

ARTICLE I

MERGER

At the Effective Time, the Merging Corporation shall be merged with and into Merger Sub, Merger Sub shall be the surviving corporation (the "Surviving Corporation") and the separate existence of the Merging Corporation shall thereupon cease (the "Merger").

ARTICLE II

TERMS AND CONDITIONS

The Merger shall have the effects set forth in the applicable provisions of the Minnesota Business Corporation Act (the "Minnesota Act") and the General Corporation Law of the State of California (the "California Act"). Without limiting the generality of the foregoing, at and after

the Effective Time, all property, rights, privileges, policies and franchises of the Merging Corporation and Merger Sub shall rest in the Surviving Corporation and all debts, liabilities and duties of the Merging Corporation and Merger Sub shall become the debts, liabilities and duties of the Surviving Corporation. If, at any time after the Effective Time, any further assignments or assurances in law or any other things are necessary or desirable to vest or to perfect or confirm of record in the Surviving Corporation the title to any property or rights of the Merging Corporation, or otherwise to carry out the provisions of this Agreement, the officers and directors of the Surviving Corporation are hereby authorized and empowered on behalf of the Merging Corporation in the name of and on behalf of the Merging Corporation to execute and deliver any and all things necessary or proper to vest or to perfect or confirm title to such property or rights in the Surviving Corporation, and otherwise to carry out the purposes and provisions of this Agreement.

ARTICLE III

EFFECTIVE TIME

The Merger shall become effective on the filing of an executed copy of this Agreement with all requisite accompanying certificates and the Articles of Merger (the "Merger Documents") in such forms as may be agreed by the parties hereto, and as required by the relevant provisions of the Minnesota Act and the California Act with the Secretary of State of the State of Minnesota in the case of the Articles of Merger, and with the Secretary of State of the State of California in the case of this Agreement and the requisite accompanying certificates. The term "Effective Time" shall mean the date and time at which the filing of the Merger Documents become effective in accordance with the Minnesota Act and the California Act.

ARTICLE IV

ARTICLES OF INCORPORATION; BYLAWS; BOARD OF DIRECTORS; OFFICERS

1. The Articles of Incorporation of Merger Sub shall be the Articles of Incorporation of the Surviving Corporation, until duly amended in accordance with the terms thereof and as provided by law. The Bylaws of Merger Sub as in effect at the Effective Time shall be the Bylaws of the Surviving Corporation, until duly amended in accordance with the terms thereof and as provided by law.

2. The directors of Merger Sub shall be the initial directors of the Surviving Corporation and shall hold office from the Effective Time until their respective successors are duly elected or appointed and qualified, or until their earlier death, resignation or removal in accordance with the Certificate of Incorporation and Bylaws of the Surviving Corporation, or as otherwise provided by law. The officers of Merger Sub at the Effective Time shall be the initial officers of the Surviving Corporation and shall hold office from the Effective Time until their respective successors are duly elected or appointed and qualified, or until their earlier death.

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CERTIFICATE OF OWNERSHIP

FILED
The Office of the Secretary of State
of the State of California

OCT 18 1999

Aidan Hegarty does hereby certify that:

1. He is the President and Secretary of Kewill ERP, Inc., a California corporation (the "Kewill"), and further that:

Bill Jones
"PRES. Secretary"

2. Kewill owns one hundred percent (100%) of the outstanding shares of each class of Job Boss Software, Inc., a California corporation.

3. The board of directors of Kewill has adopted the following resolutions:

RESOLVED: That Kewill ERP, Inc. merge Job Boss Software, Inc., its wholly-owned subsidiary corporation, into itself and assume all of said subsidiary's obligations pursuant to Section 1110 of the California Corporations Code;

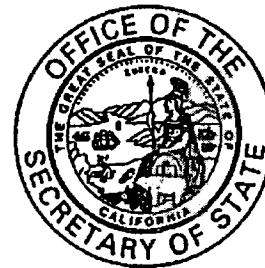
RESOLVED FURTHER: That the President and Secretary of this corporation be and they hereby are, jointly and severally, authorized and directed to make, execute and acknowledge a certificate of ownership setting forth a copy of the resolutions so to merge said Job Boss Software, Inc. into this corporation and to assume said subsidiary's liabilities and obligations and the date of adoption thereof and to file the same in the office of the Secretary of State of California, and do all acts and things whatsoever whether within or without the State of California, as may be necessary and proper to effect the merger.

The undersigned further declares under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true of my own knowledge.

Date: September 24, 1999

Aidan Hegarty
Aidan Hegarty, President

Aidan Hegarty
Aidan Hegarty, Secretary



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